

SALE DEED

Consideration: Rs./-

THIS SALE DEED is made on this the day of ,20 at

BY AND BETWEEN

M/S. CHAITANYA REALTORS (PAN : AASFC9054E), a partnership firm having its office at Main Road, Purana Bazaar, Behind Bank of Baroda, Prabhu Dayal Jhunjunwala Campus, PO: Chakulia, Dist: East Singhbhum, Jharkhand-832301., Dist. East Singhbhum in the State of Jharkhand represented by any one of its Partners **(1) MR. RAJENDRA KUMAR JHUNJHUNWALA** (PAN : ACOPJ3416F, UID : xxxx xxxx 9584), son of S/o Late Prabhu Dayal Jhunjunwala, by Faith- Hindu, by Nationality- Indian residing at Road No. 2, Contractors Area, Near Hotel Sonnet, PO: Bistupur, Jamshedpur, District East Singhbhum in the State of Jharkhand **(2) MR. RABINDRA KUMAR JHUNJHUNWALA** (PAN : ACVPJ0604Q, UID : xxxx xxxx 5910), son of Late Prabhu Dayal Jhunjunwala, by Faith : Hindu, by Nationality : Indian residing at Road No. 2, Contractors Area, Near Hotel Sonnet, PO: Bistupur, Jamshedpur, , District East Singhbhum in the State of Jharkhand called the "**FIRST PARTY/VENDOR/ BUILDER**" "(which expression shall unless, excluded by or repugnant to the context mean and include its heirs successors, successors-in-office, executors, administrators, legal representatives nominees and assigns) of the **ONE PART**;

AND

M/S. CHAITANYA REALTORS (PAN : AASFC9054E), a partnership firm having its office at Main Road, Purana Bazaar, Behind Bank of Baroda, Prabhu Dayal Jhunjunwala Campus, PO: Chakulia, Dist: East Singhbhum, Jharkhand-832301., Dist. East Singhbhum in the State of Jharkhand represented by any one of its Partners **(1) MR. RAJENDRA KUMAR JHUNJHUNWALA** (PAN : ACOPJ3416F, UID : xxxx xxxx 9584), son of S/o Late Prabhu Dayal Jhunjunwala, by Faith- Hindu, by Nationality- Indian residing at Road No. 2, Contractors Area, Near Hotel Sonnet, PO: Bistupur, Jamshedpur, District East Singhbhum in the State of Jharkhand **(2) MR. RABINDRA KUMAR JHUNJHUNWALA** (PAN : ACVPJ0604Q, UID : xxxx xxxx 5910), son of Late Prabhu Dayal Jhunjunwala, by Faith : Hindu, by Nationality : Indian residing at Road No. 2, Contractors Area, Near Hotel Sonnet, PO: Bistupur, Jamshedpur, , District East Singhbhum in the State of Jharkhand, hereinafter called the "**LAND OWNER/CONFIRMING PARTY**" and (which expression shall unless, excluded by or repugnant to the context mean and include his heirs successors, successors-in-office, executors, administrators, legal representatives nominees and assigns) of the **ONE PART**;

AND

Mr./Mrs.Son/Wife of..... by
Faith....., by Caste....., by Nationality Indian, by Occupation resident of
....., hereinafter called the "**ALLOTTEE(S)**" (which expression shall unless, excluded by or repugnant to the context mean and include his/her heirs, successors, executors administrators, legal representatives nominees and assigns) of the **OTHER PART**; (PAN :..... UID No.)

For CHAITANYA REALTORS

Rabindra Kumar Jhunjunwala

Partner

WITNESSETH AS FOLLOWS:-

WHEREAS by virtue of Deed of Family Partition dated 14th day of August, 2020, registered at the office of the District Sub-Registrar, Jamshedpur in Book No. I, Being No. 2020/JSR/2320/BK1/2110 made between (i) SRI RAJENDRA KUMAR JHUNJHUNWALA (PAN : ACOPJ3416F, UID : xxxx xxxx 9584) son of Late Prabhu Dayal Jhunjhunwala, by faith Hindu, by Caste Baishya, by occupation Housewife by nationality Indian, resident of Main Road, Chakulia, Purana Bazar, P.O. and P.S. Chakulia, Pargana Dhalbhum, District East Singhbhum in the State of Jharkhand and at present residing at Muneshwari Bhawan, Road No. 2, Contractors Area, Near Dosa King, P.O. & P.S. Bistupur, Jamshedpur, District East Singhbhum in the State of Jharkhand, (ii) SRI RABINDRA KUMAR JHUNJHUNWALA (PAN : ACVPJ0604Q, UID : xxxx xxxx 5910) son of Late Prabhu Dayal Jhunjhunwala, by faith Hindu, by Caste Baishya, by occupation Housewife by nationality Indian, resident of Main Road, Chakulia, Purana Bazar, P.O. and P.S. Chakulia, Pargana Dhalbhum, District East Singhbhum in the State of Jharkhand and at present residing at Road No. 2, Contractors Area, Near Hotel Sonnet, P.O. & P.S. Bistupur, Jamshedpur, District East Singhbhum in the State of Jharkhand, (iii) SMT. SUSHILA DEVI JHUNJHUNWALA (PAN : ACFPJ8664C, UID : xxxx xxxx 7323) wife of Late Prabhu Dayal Jhunjhunwala, by faith Hindu, by Caste Baishya, by occupation Housewife by nationality Indian, resident of Main Road, Chakulia, Purana Bazar, P.O. and P.S. Chakulia, Pargana Dhalbhum, District East Singhbhum in the State of Jharkhand and at present residing at Road No. 2, Contractors Area, Near Hotel Sonnet, P.O. & P.S. Bistupur, Jamshedpur, District East Singhbhum in the State of Jharkhand, conveyed transferred by way of family partition assured and assigned All that the piece or parcel of homestead land measuring an area of 403.50 Decimals be the same little more or less together with messuages, tenements and hereditaments built up thereon situated within Mouza Chakulia, Police Station Chakulia, Thana No. 328 in Halka IV, Khata No. 296 finally published in the year 1964, portion of New Plot No. 1088, Land measuring Area – 399.50 Decimal, portion of New Plot No. 1134, Land measuring Area – 2.00 Decimal and portion of New Plot No. 1135, Land measuring Area – 2.00 Decimal, become a Total Land Area is 403.50 Decimals.

AND WHEREAS under the arrangements **Smt. Sushila Devi Jhunjhunwala** gets a land measuring 50 Decimal homestead land under Khata no. 296 in portion of plot no. 1088 in mouza Chakulia, Survey thana No. 328 in Halka No. IV as her proportionate share in the property more described in the Schedule.

AND WHEREAS all the landed property of Khata No. 296 and other khatians of said mouza – Chakulia have been recorded in the present survey settlement operation of 1964 in the name of Banarasi Lal Jhunjhunwala family member of Kedar Nath Jhunjhunwala and accordingly survey khatian was prepared in its name, which finally published in the year 1964.

AND WHEREAS Kedar Nath Jhunjhunwala died leaving behind his three sons namely Rameshwar Lal Jhunjhunwala, Banarasi Lal Jhunjhunwala and Mahabir Prasad Jhunjhunwala as legal heirs and successors of the property and other properties. Rameshwar Lal Jhunjhunwala died leaving behind his three sons namely Jiban Ram Jhunjhunwala, Purushottam Das Jhunjhunwala and Mohan Lal Jhunjhunwala as his sons legal heirs and successors, Jiban Ram Jhunjhunwala also died leaving behind his only son Pramod Kumar Jhunjhunwala only legal heirs and successors.

AND WHEREAS Banarasi Lal Jhunjhunwala died leaving behind his only son Prabhu Dayal Jhunjhunwala only legal heirs and successors of his proportionate share of the property and other properties.

AND WHEREAS Mahabir Prasad Jhunjhunwala died leaving behind his two sons namely Hari Prasad Jhunjhunwala and Kamal Nath Jhunjhunwala as his legal heirs and successors of his proportionate share of the property.

AND WHEREAS all of above members are residing in one joint mess and they hold and possess the same as full owners thereof in jointly a mutual partition was made between them and as per said partition, land

For CHAITANYA REALTORS



Partner

measuring 403.50 Decimal (under Khata No. 296, portion of new plot No. 1088 – 399.50 decimal, portion of new plot no. 1134 – 2.00 Decimal & portion of new plot no. 1135 – 2.00 Decimal) has been fallen in the exclusive share of Prabhu Dayal Jhunjunwala and he also mutated in his name in respect of his proportionate share of property in the office of the Anchal Adhikari Chakulia vide mutation case no. 175 of 1987-88 and paying rent for the same regularly in his name, by obtaining rent receipt from the said office and he hold and possessed the same as full owner thereof till his life time and as such his name has been noted in Page no. 110, Volume no. 4 in the Register II of the Anchal Office, Chakulia.

AND WHEREAS Prabhu Dayal Jhunjunwala died leaving behind Rajendra Kumar Jhunjunwala and Rabindra Kumar Jhunjunwala as his sons and Sushila Devi Jhunjunwala as his widow as legal heirs and successors of his property and other properties and they hold and possessed the same as full owners thereof without any interruption from anybody having every right to transfer the same by way of sale, gift, mortgage or any kind of transfer in any manner whatsoever, they like, thinks fit and proper. Nobody else the parties have got any right, title, interest or possession over the same.

AND WHEREAS it become difficult to hold and possess the same jointly and they have decide to partition their aforesaid joint properties amongst themselves by meets and bounds of the villagers, relatives and well-wishers for avoiding future litigations.

AND WHEREAS in partition Rajendra Kumar Jhunjunwala allotted a land measuring 207.50 Decimal under Khata No. 296 portion of new plot no. 1088, portion of new plot no. 1134, portion of new plot no. 1135, Rabindra Kumar Jhunjunwala allotted a land measuring 146.00 Decimal under Khata No. 296 portion of new plot no. 1088 and Sushila Devi Jhunjunwala allotted a land measuring 50 Decimals under Khata No. 296 portion of new plot no. 1088 free from all encumbrances whatsoever. (Total land aggregating 403.50 Decimals) in the District of East Singhbhum, Pargana Dhalbhum.

AND WHEREAS Sushila Devi Jhunjunwala also got her name mutated in the records of the Circle Officer, Jamshedpur vide mutation Case No. 400/R27/2021-22 (Vol. No. II & Page No. 97).;

AND WHEREAS the Vendor No. 2 entered into a Development Agreement with the Builder the Vendor No. 1 to construct Multistoried building over the said land vide Deed No. 2023/JSR/4365/BK1/4075 dated 31.07.2023, registered at District Sub-registry Office, Jamshedpur.

AND WHEREAS After the execution of Development Agreement, the Vendor No. 1/Builder proceeded to construct one Multistoried Building residential flats and parking spaces on a land of 50 Decimals as per plan approved by competent authority and the balance land is kept for future development.

AND WHEREAS while the construction work was in progress the purchaser approached the vendors to purchase a residential Flat No., having Carpet area sq.ft. super built up area Sq. ft, on the floor of the building known as, together with undivided share in the land measuring Sq.ft., in New Plot No under New Khata No:, corresponding to R.S. No:, under R.S. Khata No:, of Mouza Chakulia, Thana No. 328, Halka No. IV, within P.S. Chakulia, District East Singhbhum, along with One Car Parking Space on Ground Floor/Open Garage, within P.S. Chakulia, Dist. East Singhbhum, more fully described in the schedule below;

AND WHEREAS the Purchaser and the Vendors both have entered into an Agreement for sale with respect to the aforesaid residential Flat No: along with One Car Parking Space situated at Mouza Chakulia, P.S. Chakuila, East Singhbhum more particularly described in the schedule below;

AND WHEREAS as per the terms mentioned in the Agreement for sale the present Vendors have agreed to execute sale deed for the aforesaid residential Flat No:, having Carpet area sq.ft. super built up area Sq. ft, on the floor of the building known as, together with undivided share in the land measuring Sq.ft., and a car parking space, situated at Mouza Chakulia,

For CHAITANYA REALTORS



Partner

P.S. Chakuila, East Singhbhum, more fully described in the schedule below, in favour of the present Purchaser, on the following terms and conditions;

NOW THIS SALE DEED WITNESSETH AS FOLLOWS ;

1. That in Pursuance of the promises of the Purchaser to comply with the above agreement and in consideration of a sum of Rs...../- (Rupees only) paid by the purchaser to the Vendors, for the aforesaid residential Flat No: along with One Car Parking Space on Ground Floor/Open Garage, situated at Mouza Chakulia, P.S. Chakuila, East Singhbhum, more fully described in the schedule below, the receipt of which sum the Vendors above named do hereby admit and acknowledge as full, final and the highest consideration amount against the sale of the property mentioned in the schedule below, the Vendors by these presents do hereby sell, convey, transfer, deliver and assign all that property described in the schedule below, together with all rights, title, interest, possession, easement, appurtenances thereto and full privileges and advantages TO HAVE AND TO HOLD the same without any interruption, hindrance or disturbances from or by the present vendors and/or their/its successors-in-office or any other person or persons claiming under the vendors together with all rights, title and possession which the vendor here-before enjoyed in respect of the schedule below property.
2. That the Vendors have delivered physical possession of the schedule below property and other common services to the Purchaser and the Purchaser shall be entitled to enjoy and possess the schedule below property hereby transferred by this Deed of Sale as absolute owner thereof and shall be entitled to mutate the same in his own name in the office of competent authority and shall pay rent/malgujari and other taxes/charges, as the case may be, in his name.
3. That on and from this day all right, title, interest and possession of the Vendors in respect of the aforesaid property fully described in the schedule below have vested absolutely unto the Purchaser and the Purchaser shall enjoy and use the same as absolute owner thereof.
4. That the Purchaser shall now and always have the right to enjoy and use along with the Purchasers of other residential flats etc. the common passages, easements, road, alleys, pavements, approaches and all other common amenities or particular facilities provided for the said residential flat and the Purchaser shall be entitled to use sewers, drains, water sources, electric power installed for the residential flat or any part thereof in common with the Purchasers of the other residential flats and will bear proportionate cost and expenses of maintenance and repairs of all amenities, facilities as are necessary or as may be necessary for beneficial enjoyment of the same by the Owners/Dwellers/Occupants of different Flats within Tower at Mouza Chakulia, P.S. Chakuila, East Singhbhum.
5. That from this day the purchaser shall be entitled to exclusively use and possess the said residential Flat along with undivided share in the land appertaining to it, but shall not have any right, title, interest on the other part of at Mouza Chakulia, P.S. Chakuila, East Singhbhum.
6. That the Purchaser undertakes to pay regularly and punctually by the 10th day of each month to the Vendors or any Society/Association of owners of residential flat or any concerned association or authority recognized by the Vendors their proportionate share which may be decided in the matter of common charges such as cost of lighting and illuminating the passage, landings and staircase, other common parts of the building together with the maintenance charges, municipal charges in proportion to the super built up area and other taxes, charges which may be levied in future by the State Govt. or any other authority either Govt. or Semi Govt. or local also in proportion to the super built up area of the purchaser in common with the other occupants.
7. That the purchaser shall pay electricity charges according to the sub-meter reading installed in the common meter room in respect of electric energy which shall be used by the purchaser the reading of

For CHAITANYA REALTORS

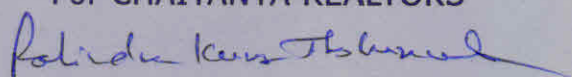
Rajendra Kumar Chakraborty

Partner

sub meter for the purpose of realizing charges for electricity consumption including transmission loss, any levy or surcharges AMG bills, if any, shall be payable by the purchaser and the purchaser shall be liable to pay proportionate water charges, as well as Generator charges including its maintenance.

8. That the Purchaser shall not store in the said residential flat any prohibited articles which are likely to affect the construction/ structures of the said building.
9. That the purchaser shall not decorate the exterior of the building otherwise than in the manner agreed by the Society/ Association of Flat owners duly recognized by the Vendors.
10. That the Purchaser shall not be entitled to open out any new window or any other apertures protruding outside the flat hereby transferred.
11. That the Purchaser shall not claim any right, title or interest over and in respect of the roof and/or sky right of the building, and roof right exclusively belongs to the Vendor.
12. **THAT THE VENDORS HEREBY ASSURE THE PURCHASER AND COVENANT:**
 - a) that the vendors are the lawful owners of the schedule below property and are fully entitled to convey the same.
 - b) that the vendors hereby agree to save harmless and keep the purchaser free from and against all losses, damages and causes which may be sustained or incurred by reason of any claim being made of any arrear due thereof or in respect of the schedule below property or any part thereof.
 - c) that the property hereby described in the schedule below is free from all encumbrances, liens or charges and attachments of any kind whatsoever.
13. **THAT THE PARTIES HEREOF DO HEREBY DECLARE AND COVENANT:-**
 - i) that neither of the Vendors nor the Purchaser or any other occupants of the said Complex shall store or deposit or permit to be stored or deposited any rubbish, boards and waste materials in the staircase, common corridors, vacant roof, terrace or any part of the building.
 - ii) that the Vendors or Purchaser or any occupants of the said Complex shall not trespass or block the common space, staircase, stairways and common areas of any part of the building, which shall however remain open for the free movement of all occupants of the said complex.
 - iii) that the Vendors or Purchaser or any occupants of the said complex shall not use and/or repair their respective flats in such a manner so as to damage or injure the flats and/or any portion and/or remaining part of the said building.
 - iv) that the Vendors or Purchaser or other occupants of the said building premises shall extend their full co-operation in keeping the building premises clean, healthy and neat and in good sanitary conditions.
14. That the vendors further agree and covenant with the purchaser to do execute any further or other documents and/or other deeds and things as may be necessary to complete and make perfect the title of the purchaser, in respect of the schedule below property, at the cost of the purchaser.
15. That the vendors have handed over all the relevant documents, and title deeds (Xerox copies) in connection with the schedule below property, to the purchaser.
16. That the Car Parking Space shall be used for parking purposes only. No Construction/Alteration of any kind is allowed at any time in future.
17. That the Builder in the said Project complied, all the provisions of Real Estate Regulatory Authority and followed the same.

For CHAITANYA REALTORS



Partner

SCHEDULE

(Description of the property hereby sold)

A residential Flat No., having Carpet area sq.ft. super built up area Sq. ft. (in the floor of the building known as together with undivided proportionate share in the landSq. ft. in New Plot No under New Khata No:, corresponding to R.S. Plot No:, under R.S. Khata No:, with one Car Parking space on Ground Floor/Open Garage, situated at, in Mouza Chakulia, Thana No : 328, Halka No : IV, within P.S. Chakulia, District East Singhbhum, District Sub registry office at Jamshedpur, which is bounded as follows :-

Boundary of Flat No:

North :

South :

East :

West :

MODE OF PAYMENT

<u>Sl. No.</u>	<u>Name of Bank</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>
1				
2				
3				

For CHAITANYA REALTORS

Rohit Kumar Thakur
Partner

IN WITNESSES WHEREOF the Vendors have signed this sale deed at on the date
aforementioned, in the presence of witnesses.

WITNESSES:

1)

2)

Drafted, read over and explained the contents of this sale deed to the Executants/Vendors in Hindi who
found and admitted the same to be true and correct.

Typed by:

Advocate

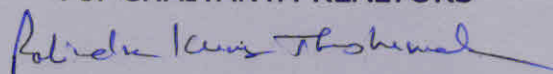
JSR Court.

Signature and finger print of left hand of the purchaser above named.

Certified that the finger prints of left hand of each person whose photographs are affixed in the document,
have been obtained by me.

Advocate

For CHAITANYA REALTORS



Partner